

Scratch & Sea **Official Rules**

NO PURCHASE OR SCAN NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Scratch & Sea (the "Instant Win Game") is open only to legal residents of the fifty (50) United States and the District of Columbia who are the age of majority in their state (at least eighteen (18) years old or nineteen (19) years old for residents of Alabama and Nebraska). Employees, officers, and representatives of Red Lobster Management LLC ("Sponsor"), Merkle Inc. ("Administrator"), as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Instant Win Game is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation in the Instant Win Game constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Instant Win Game. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Red Lobster Management, LLC, 450 S. Orange Ave., Suite 800, Orlando, FL 32801.
Administrator: Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Instant Win Game begins on September 11, 2023 at 12:00 a.m. Eastern Time ("ET") and ends on October 29, 2023 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time-keeping device for the Instant Win Game.

4. How to Enter: During the Promotion Period, visit www.UltimateScratchAndSea.com and follow the links and instructions to complete and submit the registration form including a valid email address. Please ensure that the email address you provide is correct; if you are selected as a winner your prize will be fulfilled via the email address you provide at registration. You will automatically receive one (1) Instant Win Game play for that day and proceed to the Instant Win Game page. Follow the links and instructions to play the Instant Win Game. The Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game may be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

Limit: Each entrant may play one (1) time per day during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays and that entrant may be disqualified. Use of any computer bot or other automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the entrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider, Internet service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

5. ALL POTENTIAL WINNING PLAYS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID, AND WILL NOT BE HONORED.

6. Prize Selection and Verification of Potential Winners: Receiving a prize is contingent upon compliance with these Official Rules. Administrator is an independent judging organization whose decisions as to the administration and operation of the Instant Win Game and the selection of potential

winners are final and binding in all matters related to the Instant Win Game. There will be 160 random, computer-generated winning times during the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly generated times, you will be a potential instant winner of the prize indicated. Each potential Grand Prize winner will be required to sign and return a Declaration of Compliance, Liability and Publicity Release, which must be received by Administrator within five (5) days of the date notice or attempted notice is sent, in order to claim their prize. If any potential winner cannot be contacted or fails to sign and return the Declaration of Compliance, Liability and Publicity Release (when applicable) or provide any other requested information within the required time period, potential winner forfeits the prize. If any potential winner cannot be contacted or if prize is returned as undeliverable, potential winner forfeits prize. If a potential winner of a prize valued over \$25.00 is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings after which the applicable prize will remain un-awarded. Unclaimed prizes valued at or less than \$25.00 will not be awarded. Prizes will be fulfilled via email approximately 8-10 weeks after winner confirmation is completed.

7. Prizes:

TEN (10) GRAND PRIZES: Ultimate Endless Shrimp for a year awarded as Red Lobster egift cards aggregating \$1,200 in value in the form of a \$100.00 egift card each month for 12 months; terms and conditions apply. Approximate Retail Value ("ARV"): \$1,200.00 per grand prize or \$12,000 in the aggregate.

FIFTY (50) FIRST PRIZES: A \$50 Red Lobster egift card; terms and conditions apply. ARV: \$50.00 per prize or \$2,500 in the aggregate.

ONE HUNDRED (100) SECOND PRIZES: A \$25 Red Lobster egift card; terms and conditions apply. ARV: \$25.00 per prize or \$2,500 in the aggregate.

If you are not a potential winner of an Instant Win Game prize, you will automatically receive a coupon good for 10% off a \$30 minimum purchase for dine-in and/or online To Go (excluding third party delivery) at participating Red Lobster restaurants in the U.S., valid from 10/30/23 through 12/3/23. Maximum discount of \$30. Minimum purchase and discount exclude alcohol, taxes, gift cards and gratuity. See coupon for further terms and conditions. Limit one coupon per day. ARV: N/A.

Odds of winning depend on the date/time of entry, the number of prizes remaining available at the time of entry and number of eligible Instant Win Game plays received. The number of prizes available to be won will diminish as they are awarded. No cash or other substitution, assignment or transfer of any prizes permitted, except by Sponsor, who reserves the right to substitute a prize or prize component with cash or another prize of comparable or greater value. Winners are responsible for all federal, state, and local taxes and fees associated with prize receipt and/or use. Prizes will be awarded "as is" with no warranty or guarantee, either express or implied offered by Sponsor. TOTAL ARV OF ALL PRIZES: \$17,000.00. Limit: One (1) Instant Win Game prize per person.

Except where required by law, eGift Card prizes are not redeemable for cash. Sponsor cannot replace the value on the eGift Card if it is lost or stolen. It may be redeemed at Red Lobster restaurants but is only valid in participating locations in the United States and is not valid for catering or third-party delivery. The eGift Card does not expire. See eGift Card for further terms and conditions.

8. Publicity: By entering and participating in the Instant Win Game, each entrant grants to Sponsor and its agents the perpetual, royalty-free, irrevocable right and license to use entrant's name, likeness, photograph, voice, opinions and/or hometown and state and any other information provided by entrant in connection with the Instant Win Game for promotion, trade, advertising and publicity purposes, whether in conjunction with the Instant Win Game or otherwise, in any media, worldwide, including but not limited to on the Internet and television, without notice, review or approval and without further payment or consideration, except where prohibited by law. If requested, winning entrants will sign any documentation in connection with the foregoing rights as Red Lobster may reasonably request.

9. General Conditions: Sponsor reserves the right to cancel or modify the Instant Win Game if fraud, technical failures, human error or any other factor impairs the integrity of the Instant Win Game, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Instant Win Game, or to be acting in violation of the Official Rules of this or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of the Instant Win Game is a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. Release: By receipt of any prize, winner agrees to release and hold harmless Sponsor, Administrator, and any promotional partners, each of their parent, subsidiary, affiliate, and related companies, and each of its and their respective officers, directors, employees, and agents (collectively the "Released Parties") from and against any losses, damages, rights, claim, or cause of action of any kind arising, in whole or in part, directly or indirectly, out of participation in the Instant Win Game or resulting directly or indirectly, from acceptance, possession, use, or misuse of any prize awarded in connection with the Instant Win Game, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy.

11. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Instant Win Game; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, or network hardware, or software; (3) unauthorized human intervention in any part of the entry process or the Instant Win Game; (4) technical or human error which may occur in the administration of the Instant Win Game or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Instant Win Game, or receipt, or use of any prize or while traveling to or from any prize-related activity. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Instant Win Game, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS INSTANT WIN GAME, INCLUDING THE PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

12. Disputes and Class Action Waiver: If a dispute arises related to Instant Win Game, and the parties have not been successful in resolving such dispute through negotiation, the parties agree to attempt to resolve the dispute through mediation by submitting the dispute to a sole mediator selected by the parties or, at any time at the option of a party, to mediation by the American Arbitration Association ("AAA"). Any such mediation will be held in Orange County, Florida. Each party shall bear its own expenses and an equal share of the expenses of the mediator and the fees of the AAA. All defenses based on passage of time shall be suspended pending the termination of the mediation. In the event mediation is unsuccessful, the parties agree to submit the matter for binding arbitration by AAA and in accordance with the AAA rules for commercial arbitration. Any such arbitration will be conducted in Orange County, Florida. In such event, each party shall bear its own expenses and an equal share of the arbitrator fees of the AAA. Except where prohibited, participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Instant Win Game shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Instant Win Game, but in no event attorneys' fees; and (3) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied

or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of the participant and Sponsor in connection with the Instant Win Game, shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.

13. Entrant's Personal Information: Information collected from entrants is subject to the Sponsor's Privacy Policy at: <https://www.redlobster.com/privacy-policy>.

14. Winner List: For a winner list, please [click here](#). The winner list will be posted after winner confirmation is complete.

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